

HALIFAX GENERAL TERMS AND CONDITIONS OF SALE AND SERVICE - July 2023

PREAMBLE

HALIFAX": refers to HALIFAX CONSULTING, a SAS with capital of €208,512, registered in the Versailles Trade and Companies Register under number 450 220 512, with its registered office at 15-17 RUE DE PONTOISE HOTEL DE CREQUY - 78100 SAINT GERMAIN EN LAYE, FRANCE.

HALIFAX specializes in consulting and training, mainly in sales performance, and in the marketing of training and sales support tools.

In this context, Halifax has developed several solutions, including a remote digital content platform, an asynchronous video training platform, reinforcement solutions, serious games, adaptive learning solutions and sales support software (organization diagnostics, portfolio segmentation, account planning, etc.).

1. DEFINITIONS

The following words and expressions beginning with a capital letter, in the singular or plural, are used in these GCS with the following meaning:

"Customer": refers to any professional (natural person or legal entity) acting for professional purposes and in the context of their professional activity who places an Order for Products or Services with HALIFAX.

"Product or Service": refers to consulting services, content creation and digital tools ordered by a Client from HALIFAX.

"Order": means any order for a Product or Service placed by a Customer with HALIFAX and evidenced by the signature of Special Terms and Conditions.

"Particular Conditions": means the document defining the particular terms and conditions for the execution of the Product or Service ordered from HALIFAX by the Customer (accepted quotation, order form, commercial offer, etc.).

"GTC": refers to these general terms and conditions of sale and service.

"Contract": means these GTC and the Special Conditions, which together govern the relationship between the Parties.

"Consultation": Online viewing of the Data concerned.

"Subscription": refers to the subscription enabling the Customer to access a Product or Service for a specified period, under the conditions and within the limits defined in the GCS and Special Conditions.

"Contents": information contained in the Products or Services or in the Databases accessed by the General Terms

Products or Services in order to operate.

HALIFAX and the Customer are together referred to as the "Parties" and individually there or a "Party".

2. PURPOSE AND ACCEPTANCE OF THE TERMS AND CONDITIONS

The purpose of these General Terms and Conditions is to define, in addition to the Special Terms and Conditions, the conditions under which HALIFAX performs the Products or Services, in return for payment by the Customer as set out in the Special Terms and Conditions.

The GCS are accepted by the Customer prior to any Order. The Customer undertakes to read them before placing an Order. Placing an Order implies the Customer's immediate, full and unreserved acceptance of the General Terms and Conditions and the Special Terms and Conditions. The GCS apply to each Order, regardless of any clauses that may appear in Customer documents over which the present GCS take precedence, in particular any of the Customer's general terms and conditions. Any deviation from the General Terms and Conditions and the Special Terms and Conditions shall have no legal force unless with the prior written consent of HALIFAX.

HALIFAX reserves the right to amend the GTC at any time. Unless otherwise stipulated in the Special Terms and Conditions, the version of the General Terms and Conditions applicable is that in force on the date the Order is placed.

3. CONTRACTUAL HIERARCHY

All HALIFAX products and services are subject to these terms and conditions, which take precedence over any brochures, advertising or websites.

In addition to these General Terms and Conditions, a Product or Service may have Special Terms and Conditions in which any additional provisions set out take precedence over those of the General Terms and Conditions. When the product or service is marketed by HALIFAX but it is not the initial Publisher, a specific licence agreement may be drawn up, which will take precedence over the Special Terms and Conditions.

4. COMMISSIONING

Unless otherwise stipulated in the Special Conditions, Products or Services provided online become active as soon as the first payment is taken into account.

Subscription is available for certain Products or Services only. The different Subscription formulas correspond to different terms of access to the Products or Services concerned, depending in particular on the number of Data consultations possible during the term of the Subscription and the type of Data that can be consulted. These terms are described in the Special Conditions.

5. INFORMATION - ADVICE AND WARNINGS

HALIFAX, in its capacity as a professional, undertakes, in particular throughout the performance of the Products or Services, a general duty to provide information, advice and warnings and in this respect to :

- Contribute to the analysis of the Customer's needs by requesting any information and/or document required for a full understanding of the Customer's contractually expressed needs and expectations, as well as any information and/or document required for the proper execution of the Products or Services;

- Propose to the Customer all variants likely to better adapt the Products or Services to the needs defined by the latter;

- Inform and warn the Client, in writing and without delay, of the consequences of any new or additional request or choice made by the Client; in general, alert the Client to any event, of which HALIFAX is aware, likely to affect the timetable, the objectives pursued by the Client, and in general, the commitments of the Parties, including if this event is attributable to the Client or a third party;

- Request from the Customer any information or document necessary for the proper performance of the Products or Services which has not been received by the Customer;
- Provide the Customer with any information or document useful in connection with the Products or Services.

6. INTELLECTUAL PROPERTY

Any Order, including a Subscription, does not entail any transfer of intellectual, moral or economic rights, or any other property right of any kind whatsoever in favour of the Customer, who in any event benefits only from a simple personal, limited, non-exclusive, non-transferable and non-assignable right to use the works and Data to which he has access in the context of the supply of the Product or Service, and this, unless specifically agreed, for his own and internal needs exclusively, for example case studies or 100% customized tools in the context of a project. Slides, content and concepts are not transferred under any circumstances.

The license to use the Products or Services is in principle non-exclusive, personal, single-user, non-assignable and non-transferable, and the Customer undertakes to use the Product or Services exclusively to meet its own internal needs, but in no case to provide services billed to third parties or to send messages on behalf of third parties. Any communication of all or part of the Data to a third party is strictly forbidden.

The Products or Services are and contain intellectual works protectable under the Intellectual Property Code, in particular databases, software and multimedia works. Any work, study or documentation developed by HALIFAX as part of the performance of the Products or Services shall be the property of HALIFAX and the Customer shall have free use thereof as part of the service provided under these GTC.

It is hereby stipulated that the reciprocal communication of files, documents and data by the Parties in no way constitutes a transfer of ownership of said files, documents and data for any reason whatsoever. Consequently, the files, documents and data transmitted may only be used by the other Party for the purposes of executing the Products or Services. Any other use is strictly forbidden without the prior written authorization of the Party owning said files, documents or data.

Each Party retains exclusive ownership of its software and applications, databases, files or documents, tools, methods and know-how that may be used in the performance of the Products or Services.

In the case of Products or Services which are redistributed by HALIFAX, the rights of use granted to the Customer in respect of such works may be set out in a specific licence for each Product or Service. This is supplied with the Product or Service. The Customer undertakes to read and respect the terms of said license prior to any use. It is hereby specified that the user license for each Product or Service may limit data extraction by the Customer.

HALIFAX undertakes to obtain from any holders of Intellectual Property rights the concessions of economic rights and/or authorisations necessary for their use by the Customer.

HALIFAX is a registered trademark which the Customer undertakes not to re-use outside the context of the business relationship between the Parties and likewise for the trademarks of third party products and services which will be implemented or made available to the Customer by HALIFAX.

With regard to the Data contained in the Products or Services, the Customer acknowledges that the Data is legally protected and, in accordance with the aforementioned legal provisions, the Customer agrees not to extract, reuse, store, reproduce, represent, copy, download, transmit, sell, lease or retain, directly or indirectly, on any medium whatsoever, by any means or process and in any form whatsoever, all or any qualitatively or quantitatively substantial part of the Data and more generally of the content of HALIFAX's databases and those used in the provision of the Services. HALIFAX reserves the right to insert trap data in order to detect acts of counterfeiting. Unless specifically agreed in the Special Terms

and Conditions, the Customer shall not use the Data to perform services invoiced to third parties.

HALIFAX reserves the right to suspend without notice and without compensation access to all or part of the Products or Services to the Customer who violates the provisions of this article and to initiate any proceedings before the competent courts, to stop any act of infringement and repair the damage suffered.

7. PERSONAL DATA

The main purpose of HALIFAX's Products and Services is not to process personal data. If personal data is collected, it will be on a contractual basis and HALIFAX undertakes to process it in accordance with current legislation. Any communication to HALIFAX of personal data by the Customer must be expressly indicated, carried out within the framework of legislation and, whenever necessary, with the signature of a specific agreement, such as the conditions of co-processing or sub-processing of such data.

8. TERMS AND CONDITIONS OF PRODUCT OR SERVICE DELIVERY

The Parties acknowledge that the proper execution of the Products or Service requires active and regular collaboration between them.

The Parties undertake to behave loyally towards each other in all circumstances. Each Party undertakes to cooperate to the best of its ability with the other Party throughout the performance of the Products or Services.

If a difficulty arises during the performance of a Product or Service, the necessary collaboration of the Parties commits them to alerting each other and consulting as quickly as possible in order to implement the most appropriate solution as soon as possible.

The Customer shall make available to HALIFAX all information and documents required by HALIFAX, shall ensure the availability of a qualified and authorised contact person and shall check in good time the documents submitted for its approval or opinion, formulating in writing any observations it may deem useful within seven (7) days of such submission. Failing this, the Customer will be deemed to have approved the content of the document.

Any misuse may result in the temporary, immediate and automatic suspension of Subscriptions and/or access to Products or Services, without notice or compensation, pending justification by the Customer of its use. In the absence of justification considered valid by HALIFAX, HALIFAX may terminate the Customer's Subscription ipso jure and without notice, the Customer not being entitled to any compensation or reimbursement, and without prejudice to any damages HALIFAX may claim.

9. SUPPORT - MAINTENANCE

These services are subject to express mention in the Special Conditions or to the conclusion of a specific contract. It is however specified that the Products or Services relating to the Web Site and Software benefit from maintenance and assistance under the terms and conditions set out below:

9.1 HALIFAX undertakes to provide the Customer with first-level support by means of a dedicated telephone service. This support includes helping the Customer to answer questions and deal with queries relating to the operation and use of the Web Site and Software.

9.2 Maintenance by HALIFAX includes the diagnosis and implementation of the means required to correct defects in the Web Site and the Software.

Any request to modify, update or adapt the Software after delivery, whether or not required by legal or regulatory changes affecting the applications managed, will be subject to a specific quotation and invoicing.

9.3 HALIFAX will provide support and maintenance services on working days from Monday to Friday between 9am and 7pm by telephone or e-mail.

10. LIABILITY

It is the Customer's responsibility to carefully and accurately assess their needs, to evaluate their suitability for the Products and Services ordered, to ensure that they have the particular skills required to use the Products and Services and, where applicable, that their hardware configuration meets the General Terms

minimum requirements.

Software and computer products are never completely error-free, and in particular the software and files contained in the Products or Services.

The Customer is solely responsible for its use of the Products or Services and in no event shall HALIFAX be liable in any way whatsoever for or by reason of the consequences of such use.

In no event shall HALIFAX be liable for the characteristics of the Products or Services published by its partners or for the consequences of the use of said Products or Services, for which it acts only as an intermediary distributor.

11. SUBCONTRACTING AND ASSIGNMENT

HALIFAX reserves the right to sub-contract the hosting, processing, distribution, invoicing or supply of all or part of the Products or Services. In particular, the security of credit card payments is ensured by an approved third-party service provider.

HALIFAX reserves the right to assign the Customer's Subscription or contract to any third party without the Customer being entitled to terminate the Subscription or contract on this basis alone.

12. NON-SOLICITATION OF PERSONNEL

The Customer undertakes not to employ or have employed in any way, directly or indirectly, through a third party or subsidiary company, any member of HALIFAX's staff, even if they have not participated in the performance of the Products or Services supplied. This waiver is valid for the entire duration of the contractual relationship and for a period of one (1) year from its termination (upon payment, receipt of the last invoice for the project).

In the event of non-compliance with this clause, the Client undertakes to pay HALIFAX a fixed indemnity corresponding to one (1) year's gross remuneration, including social security charges, for each of the personnel hired.

13. DURATION - TERMINATION

Services are performed according to the schedule defined in the Special Conditions.

The Agreement may be terminated by HALIFAX in the event of the Customer's failure to fulfil any or all of its obligations under these General Terms and Conditions and/or the Special Terms and Conditions. Such termination shall occur ipso jure without any other formality than a formal notice sent by registered letter with acknowledgement of receipt which has remained without effect for thirty (30) calendar days. The period of notice will begin to run from the date of first presentation of the said registered letter. In the event of termination by the Customer, the latter may not claim reimbursement of all or part of the sums already paid to HALIFAX for any reason whatsoever, nor may it withdraw from its commitment under the special conditions: any signed quotation or order form must be honoured in full.

14. MISSION PLANNING AND REPORTING

The dates agreed with the customer are firmly reserved by our consultants.

In addition to his commitment, for any signed quotation or order form, the Customer is also committed to the dates he reserves.

If the client decides to temporarily interrupt or postpone the work entrusted to HALIFAX, it undertakes to inform HALIFAX in writing as soon as possible and to pay the fees and expenses due in accordance with the following scale:

-Postponement or cancellation notified at least 31 working days before the session: no compensation

-Postponement or cancellation communicated less than 30 working days and at least 11 working days before the session: 30% of the fees for the session in question will be invoiced to the customer.

-Postponement or cancellation communicated less than 10 working days before the session: 50% of the fees for the session in question will be billed to the customer.

15. NO RIGHT OF WITHDRAWAL WHERE THE CONTRACT IS CONCLUDED REMOTELY

The Customer acting as a professional is hereby informed and acknowledges that, in his capacity as a professional, he may not avail himself of the provisions of the French Consumer Code, in particular those relating to the right of withdrawal for consumers.

Similarly, if by virtue of article L 221-3 of the French Consumer Code :

- The Contract does not fall within the Customer's main field of activity, and
- The number of employees employed by the Customer is less than or equal to five (5),

The Customer is informed and acknowledges that, in accordance with Article L 221-28 of the French Consumer Code, by subscribing to the Product or Service and if the services entrusted by the Customer to HALIFAX were undertaken within a period shorter than the legal withdrawal period of 14 days from receipt of payment, at the time of confirmation of his Order, the Customer expressly waives his right of withdrawal.

Consequently, the Customer acknowledges and expressly accepts that he has no right of withdrawal, whatever his field of activity or the number of people he employs.

16. FINANCIAL CONDITIONS

16.1. Price

The prices of Products and Services are indicated in the Special Terms and Conditions in euros, exclusive of VAT. VAT applies at the rate in force when the Order is placed. All Orders, whatever their origin, are payable in euros.

16.2. Terms of payment for Services

The price of the Services must be paid by the Customer to HALIFAX in accordance with the conditions set out in the Special Terms and Conditions.

Unless otherwise specified in the Special Conditions, the start of the assignment is conditional upon payment in cash of the deposit assessed on the basis of 25% of the total amount of the assignment.

The customer then receives an invoice for the fees and expenses incurred at each stage of the assignment. In the particular case of split invoicing between several establishments for the same assignment, the administrative fee is 50 euros per invoice.

Payment is due within 30 days of the invoice date.

VAT at the current rate applies to all our fees and charges.

Any payment not complying with the general terms and conditions of sale may be subject to a penalty for late payment, equal to three times the current legal interest rate (Law on the modernization of the economy 2008-776 of 04/08/08). In any event, sums paid in advance are not deposits.

Any delay in payment, even partial, of a single invoice shall automatically entail the forfeiture of all invoices issued by HALIFAX on behalf of the Customer, which shall become immediately due and payable.

16.3 Late payment

In the event of late payment, late payment penalties calculated at the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 (ten) percentage points, as well as a fixed indemnity for collection costs of 40 (forty) euros, will be payable by operation of law and without the need for a reminder, in accordance with Article L 441-6 of the French Commercial Code, without prejudice to HALIFAX's right to claim additional compensation to fully make good the loss suffered.

Late payment may also lead to suspension of the Product or Service.

16.4 Retention of title clause

The transfer of ownership will be delayed until full and final payment of the Products, prices and incidental costs, it being understood that the Customer will bear all risks relating thereto from the time of delivery.

In the event of failure to pay for the Products within the stipulated period, and after formal notice has remained without effect, HALIFAX reserves the right to take back the goods delivered, if necessary, by recourse to the summary proceedings judge.

In the event of the customer's receivership or liquidation, HALIFAX may, if it so wishes, avail itself of the provisions of article 121 of law no. 85-98 of January 25, 1985. It is expressly agreed that any Order implies acceptance of this ownership clause.

17. CONFIDENTIALITY

The Parties undertake, by way of a confidentiality clause, for the duration of the Contract and without limitation of time after its expiry, for any reason whatsoever, to maintain the utmost confidentiality, by refraining from disclosing, or allowing to be disclosed by members of their staff, directly or indirectly, any information, knowledge or know-how of any kind whatsoever, including prices and, more generally, their operating procedures, to which they may have had access in connection with the performance of the Products or Services, except to a third party itself bound under the same conditions to keep confidential any document or information the disclosure of which to its benefit is necessary for the performance of the Products or Services.

The above undertaking shall not apply to documents, information, knowledge or know-how which are in the public domain or already in the possession of the Party concerned at the time of communication by the other Party or the disclosure of which is made necessary by virtue of a specific regulation or an administrative or judicial injunction.

18. LIABILITY AND INSURANCE

18.1 Liability

HALIFAX will perform its obligations diligently and in accordance with the rules of the trade. In this respect, HALIFAX is only bound by an obligation of means in respect of all the obligations incumbent upon it.

HALIFAX shall not be liable for any fault, negligence, omission or default on the part of the Customer, nor for any damage resulting from errors in documents or information supplied by the Customer.

HALIFAX shall not be held liable in any way whatsoever for any material, intangible or physical damage resulting from its intervention in respect of the Products or Services unless the Customer establishes a causal link between the alleged damage and a fault on the part of HALIFAX.

In no event shall HALIFAX be liable for any indirect loss or damage, including but not limited to loss of profits, commercial or financial loss, increased overheads, as a result of third party claims, loss of sales, receivables, profits, gains or margins expected by the Customer, loss of goodwill, loss of opportunity, and in general any commercial or image loss or other loss or loss of profit. Legal action brought by a third party constitutes indirect loss which is excluded from the scope of HALIFAX's liability.

In any event, in the event of HALIFAX being held liable for any reason whatsoever, the total amount of compensation payable by HALIFAX for any reason whatsoever shall not exceed the sale price of the Product or Service, excluding VAT.

For Products or Services provided online, HALIFAX cannot be held responsible for technical incidents that may occur on networks over which it has no control (telecommunications, electricity, internet or banking service providers or others). HALIFAX may not be held liable in the event of force majeure in the general sense of the term or events beyond its control or which are not directly attributable to a fault on its part, and in particular in the event of interruption and/or temporary unavailability of the networks providing access to the Products or online Services offered by HALIFAX.

18.2. Insurance

HALIFAX declares that it has taken out insurance with a solvent insurance company to cover all risks that may arise in the performance of its obligations under the Products or Services.

19. INDEPENDENCE OF THE PARTIES

The Parties expressly agree that the Contract does not designate and may not be interpreted as designating one of the Parties as an agent, sales representative, legal representative or servant of the other Party, for any purpose whatsoever; nor does it constitute a joint venture or consortium or a partnership agreement.

The Parties declare and acknowledge that they are and will remain, for the duration of the Contract, independent commercial and professional partners, each insuring the risks of its own activity.

20. DIVISIBILITY

Should any provision(s) of the GTCS be invalid or unenforceable by virtue of any law or regulation or by General Terms

virtue of any court decision or arbitration award, the remaining articles shall remain in full force and effect and the GTCS shall be amended accordingly.

21. IMPREVISION

The Parties agree to exclude the application of article 1195 of the French Civil Code.

22. WAIVER AND TOLERANCE

Waiver: The fact that one of the Parties does not avail itself of one or more of the provisions of the Contract does not imply waiver of the right to avail itself of the Contract as a whole.

Tolerance: The fact that one of the Parties tolerates non-performance or imperfect performance of the Contract or, more generally, tolerates any act, abstention or omission of the other Party which does not comply with the provisions of this Contract shall not confer any right whatsoever on the Party benefiting from such tolerance.

23. DISPUTES AND JURISDICTION

The Contract, the General Terms and Conditions and the Special Terms and Conditions are governed by and construed in accordance with the laws of France.

In the event of a dispute between the Parties concerning the interpretation, validity, performance or termination of the Contract, the GTS or the Special Terms and Conditions, they undertake to make every effort to reach an amicable agreement. The aggrieved Party shall make its claims known to the other Party by e-mail or registered letter with acknowledgement of receipt.

If within eight (8) days following the sending of the e-mail or registered letter with acknowledgement of receipt, the Parties have not reached an agreement, the dispute shall fall within the exclusive jurisdiction of the VERSAILLES COMMERCIAL COURT, including in the event of multiple claimants, summary proceedings or warranty.